



GOVERNMENT OF INDIA

# Chandigarh Administration Gazette

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CHANDIGARH ADMINISTRATION  
HOME DEPARTMENT

## Notification

The 7<sup>th</sup> May, 2024

**No. 90443-HIII(3)-2024/5817.**—In exercise of the powers conferred by the proviso to Article 309 of the Constitution, Govt. of India Gazette notification No. G.S.R 230 (E) dated 29.03.2022 and in supersession of all the Recruitment Rules for the posts of Pharmacist, Master in tailoring and embroidery, Welder Master, Polish Master, Carpenter Master, Store Keeper, Head Warder and Warder notified by the Chandigarh Administration vide notification No.2020-HIII(3)-2014/8111, dated 07.05.2014 and No.9072,dated 14.06.2019, the Administrator, Union Territory, Chandigarh hereby makes the following rules, regulating the method of recruitment to Group “C” posts in Model Jail, Chandigarh namely :

- 1. (i) Short title and Commencement:-** These rules may be called the Model Jail (Group-C) Recruitment Rules, 2024.  
(ii) They shall come into force on the date of their publication in the Official Gazette.
- 2. Application:** These rules shall apply to the posts specified in column No.1 of the Schedule annexed to these rules.
- 3. Number of posts, classification and scale of pay:-**The number of posts, their classification and the scale of pay shall be as specified in columns 2 to 4 of the said Schedule.
- 4. Method of recruitment, age limit and qualification, etc:-**The method of recruitment to the said posts, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the said Schedule.

Signature Not Verified  
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Jalinder Kumar  
Date: 2024.05.09  
04:00:07 IST  
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**5. Disqualification: No person :**

- (a) who has entered into or contracted a marriage with a person having a spouse living  
OR  
(b) who, having a spouse living, has entered into or contracted a marriage, with any person, shall be eligible for the appointment to the said posts:

Provided that the Administrator, Union Territory of Chandigarh may, if satisfied that such marriage is permissible under the personal Law applicable to such person and other party to the marriage and there are other grounds for so doing, exempt, any person from the operation of this rule.

**6. Power to relax:-**

Where the Administrator, Union Territory of Chandigarh is of the opinion that it is necessary or expedient so to do, he may, by order, for reasons to be recorded in writing, relax any of the provisions of these rules in respect of any class or category of persons.

**7. Savings:-**

Nothing in these rules shall affect reservations, relaxation of age limit and other concessions required to be provided for Scheduled Castes, Scheduled Tribes, Other Backward Classes, Ex-Servicemen and other special categories of persons in accordance with the orders issued by Central Government from time to time in this regard.

Secretary (Prisons),  
Chandigarh Administration.

**SCHEDULE**

1. Name of the Post	<b>Pharmacist</b>
2. No. of Posts	*5 (2024) *Subject to variation
3. Classification	General Central Civil Services (Group C, Non-Ministerial)
4. Scale of Pay	Level 5 (29200-92300)
5. Whether Selection Post or Non-Selection Post	Not applicable
6. Age limit for direct recruits	Between 18 years and 25 years (Relaxable for departmental candidates upto 40 years in accordance with the instructions or orders issued by the Centre Government) Note: The crucial date for determining the age limit shall be the closing date for receipt of applications from candidates in India and not the closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh Division of J&K State, Lahaul & Spiti District and Pangi Sub-division of Himachal Pradesh, Andaman & Nicobar Island or Lakshadweep.
7. Educational and other qualification required for direct recruits	Bachelor's degree in Pharmaceutical Science/ B Pharmacy from a recognized University/Institution or Diploma in Pharmacy from a recognized institution. Registered as Pharmacist under the Pharmacy Act 1948. <b>Note:</b> ICT course is mandatory at entry level as per the instructions issued by the Chandigarh Administration vide letter dated 25.11.2019. Note: The selected candidate has to be registered in Chandigarh Pharmacy Council within 06 months of joining.
8. Whether age and educational qualification prescribed for direct recruits will apply in the case of promotees	Not applicable
9. Period of Probation, if any	02 Years
10. Method of recruitment whether by direct recruitment or by promotion or by deputation / absorption and percentage of vacancies to be filled by various methods	100% by direct recruitment

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| 11. <b>In case of recruitment by promotion / deputation/ absorption grades from which promotion/ deputation/ absorption to be made</b> | Not applicable   |
| 12. <b>If departmental confirmation committee exists, what is its composition</b>  | Group "C" <u>Departmental Confirmation Committee</u><br>1. Inspector General of Prisons: Chairman<br>2. Additional Inspector General of Prisons cum Supdt. Jail: Member<br>3. Deputy Superintendent Jail: Member |
| 13. <b>Circumstances in which UPSC is to be consulted in making recruitment</b>  | Not applicable   |



**SCHEDULE**

1.	<b>Name of the Post</b>	<b>Master in tailoring and embroidery</b>
2.	<b>No. of Posts</b>	*1 (2024) *Subject to variation
3.	<b>Classification</b>	General Central Civil Services (Group C, Non-Ministerial)
4.	<b>Scale of Pay</b>	Level 3 (21700-69100)
5.	<b>Whether Selection Post or Non-Selection Post</b>	Not applicable
6.	<b>Age limit for direct recruits</b>	Between 18 years and 25 years (Relaxable for departmental candidates upto 40 years in accordance with the instructions or orders issued by the Centre Government) Note: The crucial date for determining the age limit shall be the closing date for receipt of applications from candidates in India and not the closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh Division of J&K State, Lahaul & Spiti District and Pangi Sub-division of Himachal Pradesh, Andaman & Nicobar Island or Lakshadweep.
7.	<b>Educational and other qualification required for direct recruits</b>	i. Matric from a recognized board/university. ii. Should possess a certificate of Tailoring or Embroidery or Sewing Technology or Dress Making from Government recognized ITI.  Note: ICT course is mandatory at entry level as per the instructions issued by the Chandigarh Administration vide letter dated 25.11.2019.
8.	<b>Whether age and educational qualification prescribed for direct recruits will apply in the case of promotees</b>	Not applicable
9.	<b>Period of Probation, if any</b>	02 Years
10.	<b>Method of recruitment whether by direct recruitment or by promotion or by deputation / absorption and percentage of vacancies to be filled by various methods</b>	100% by direct recruitment
11.	<b>In case of recruitment by promotion / deputation/ absorption grades from which promotion/ deputation/ absorption to be made</b>	Not applicable

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| 12. <b>If departmental confirmation committee exists, what is its composition</b> | Group “C” <u>Departmental Confirmation Committee</u><br>1. Inspector General of Prisons: Chairman<br>2. Additional Inspector General of Prisons cum Supdt. Jail: Member<br>3. Deputy Superintendent Jail: Member |
| 13. <b>Circumstances in which UPSC is to be consulted in making recruitment</b>   | Not applicable   |

**SCHEDULE**

1.	<b>Name of the Post</b>	<b>Welder Master</b>
2.	<b>No. of Posts</b>	*1 (2024) *Subject to variation
3.	<b>Classification</b>	General Central Civil Services (Group C, Non-Ministerial)
4.	<b>Scale of Pay</b>	Level 3 (21700-69100)
5.	<b>Whether Selection Post or Non-Selection Post</b>	Not Applicable
6.	<b>Age limit for direct recruits</b>	Between 18 years and 25 years (Relaxable for departmental candidates upto 40 years in accordance with the instructions or orders issued by the Centre Government)  Note: The crucial date for determining the age limit shall be the closing date for receipt of applications from candidates in India and not the closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh Division of J&K State, Lahaul & Spiti District and Pangi Sub-division of Himachal Pradesh, Andaman & Nicobar Island or Lakshadweep.
7.	<b>Educational and other qualification required for direct recruits</b>	i. Matric from a recognized board/university. ii. Should possess a certificate of Welding trade from Government recognized ITI.  Note: ICT course is mandatory at entry level as per the instructions issued by the Chandigarh Administration vide letter dated 25.11.2019.
8.	<b>Whether age and educational qualification prescribed for direct recruits will apply in the case of promotees</b>	Not applicable
9.	<b>Period of Probation, if any</b>	02 Years
10.	<b>Method of recruitment whether by direct recruitment or by promotion or by deputation / absorption and percentage of vacancies to be filled by various methods</b>	100% by direct recruitment
11.	<b>In case of recruitment by promotion / deputation/ absorption grades from which promotion/ deputation/ absorption to be made</b>	Not applicable

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| 12. <b>If departmental confirmation committee exists, what is its composition</b> | Group “C” <u>Departmental Confirmation Committee</u><br>1. Inspector General of Prisons: Chairman<br>2. Additional Inspector General of Prisons cum Supdt. Jail: Member<br>3. Deputy Superintendent Jail: Member |
| 13. <b>Circumstances in which UPSC is to be consulted in making recruitment</b>   | Not Applicable   |



**SCHEDULE**

1.	<b>Name of the Post</b>	<b>Polish Master</b>
2.	<b>No. of Posts</b>	*2 (2024) * Subject to variation
3.	<b>Classification</b>	General Central Civil Services (Group C, Non-Ministerial)
4.	<b>Scale of Pay</b>	Level 3 (21700-69100)
5.	<b>Whether Selection Post or Non-Selection Post</b>	Not Applicable
6.	<b>Age limit for direct recruits</b>	Between 18 years and 25 years (Relaxable for departmental candidates upto 40 years in accordance with the instructions or orders issued by the Centre Government) Note: The crucial date for determining the age limit shall be the closing date for receipt of applications from candidates in India and not the closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh Division of J&K State, Lahaul & Spiti District and Pangi Sub-division of Himachal Pradesh, Andaman & Nicobar Island or Lakshadweep.
7.	<b>Educational and other qualification required for direct recruits</b>	i. Matric from a recognized board/university. ii. Should possess a certificate in Polishing trade or Painter General from Government recognized ITI.  Note: ICT course is mandatory at entry level as per the instructions issued by the Chandigarh Administration vide letter dated 25.11.2019
8.	<b>Whether age and educational qualification prescribed for direct recruits will apply in the case of promotees</b>	Not Applicable
9.	<b>Period of Probation, if any</b>	02 Years
10.	<b>Method of recruitment whether by direct recruitment or by promotion or by deputation / absorption and percentage of vacancies to be filled by various methods</b>	100% by direct recruitment
11.	<b>In case of recruitment by promotion / deputation/ absorption grades from which promotion/ deputation/ absorption to be made</b>	Not Applicable

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| 12. <b>If departmental confirmation committee exists, what is its composition</b> | Group “C” <u>Departmental Confirmation Committee</u><br><br>1. Inspector General of Prisons: Chairman<br>2. Additional Inspector General of Prisons cum Supdt. Jail: Member<br>3. Deputy Superintendent Jail: Member |
| 13. <b>Circumstances in which UPSC is to be consulted in making recruitment</b>   | Not Applicable   |

**SCHEDULE**

1.	<b>Name of the Post</b>	<b>Carpenter Master</b>
2.	<b>No. of Posts</b>	*2 (2024) * Subject to variation
3.	<b>Classification</b>	General Central Civil Services (Group C, Non-Ministerial)
4.	<b>Scale of Pay</b>	Level 3 (21700-69100)
5.	<b>Whether Selection Post or Non-Selection Post</b>	Not Applicable
6.	<b>Age limit for direct recruits</b>	Between 18 years and 25 years (Relaxable for departmental candidates upto 40 years in accordance with the instructions or orders issued by the Centre Government)  Note: The crucial date for determining the age limit shall be the closing date for receipt of applications from candidates in India and not the closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh Division of J&K State, Lahaul & Spiti District and Pangi Sub-division of Himachal Pradesh, Andaman & Nicobar Island or Lakshadweep.
7.	<b>Educational and other qualification required for direct recruits</b>	i. Matric from a recognized board/university. ii. Should possess a certificate of Carpenter trade or wood working from Government recognized ITI.  <b>Note:</b> ICT course is mandatory at entry level as per the instructions issued by the Chandigarh Administration vide letter dated 25.11.2019.
8.	<b>Whether age and educational qualification prescribed for direct recruits will apply in the case of promotes</b>	Not applicable
9.	<b>Period of Probation, if any</b>	02 Years
10.	<b>Method of recruitment whether by direct recruitment or by promotion or by deputation / absorption and percentage of vacancies to be filled by various methods</b>	100% by direct recruitment

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| 11. <b>In case of recruitment by promotion / deputation/ absorption grades from which promotion/ deputation/ absorption to be made</b> | Not applicable   |
| 12. <b>If departmental confirmation committee exists, what is its composition</b>  | <p>Group “C” <u>Departmental Confirmation Committee</u></p> <ol style="list-style-type: none"><li>1. Inspector General of Prisons: Chairman</li><li>2. Additional Inspector General of Prisons cum Supdt. Jail: Member</li><li>3. Deputy Superintendent Jail: Member</li></ol> |
| 13. <b>Circumstances in which UPSC is to be consulted in making recruitment</b>  | Not applicable   |

**SCHEDULE**

1.	<b>Name of the Post</b>	<b>Store Keeper</b>
2.	<b>No. of Posts</b>	*2 (2024) * Subject to variation
3.	<b>Classification</b>	General Central Civil Services (Group C, Non-Ministerial)
4.	<b>Scale of Pay</b>	Level 2 (19900-63200)
5.	<b>Whether Selection Post or Non-Selection Post</b>	Not Applicable
6.	<b>Age limit for direct recruits</b>	Between 18 years and 25 years (Relaxable for departmental candidates upto 40 years in accordance with the instructions or orders issued by the Centre Government) Note: The crucial date for determining the age limit shall be the closing date for receipt of applications from candidates in India and not the closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh Division of J&K State, Lahaul & Spiti District and Pangi Sub-division of Himachal Pradesh, Andaman & Nicobar Island or Lakshadweep.
7.	<b>Educational and other qualification required for direct recruits</b>	10+2 pass from a recognized board/university. Note: ICT course is mandatory at entry level as per the instructions issued by the Chandigarh Administration vide letter dated 25.11.2019
8.	<b>Whether age and educational qualification prescribed for direct recruits will apply in the case of promotes</b>	Not applicable
9.	<b>Period of Probation, if any</b>	02 Years
10.	<b>Method of recruitment whether by direct recruitment or by promotion or by deputation / absorption and percentage of vacancies to be filled by various methods</b>	100% by direct recruitment
11.	<b>In case of recruitment by promotion / deputation/ absorption grades from which promotion/ deputation/ absorption to be made</b>	Not applicable



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| 12. | <b>If departmental confirmation committee exists, what is its composition</b> | Group "C" <u>Departmental Confirmation Committee</u><br><br>1. Inspector General of Prisons: Chairman<br>2. Additional Inspector General of Prisons cum Supdt. Jail: Member<br>3. Deputy Superintendent Jail: Member |
| 13. | <b>Circumstances in which UPSC is to be consulted in making recruitment</b>   | Not Applicable   |

**SCHEDULE**

1.	<b>Name of the Post</b>	Head Warder
2.	<b>No. of Posts</b>	*26 (2024) * Subject to variation
3.	<b>Classification</b>	General Central Civil Services (Group C, Non-Ministerial)
4.	<b>Scale of Pay</b>	Level 4 (25500-81100)
5.	<b>Whether Selection Post or Non-Selection Post</b>	Non-Selection
6.	<b>Age limit for direct recruits</b>	Not Applicable
7.	<b>Educational and other qualification required for direct recruits</b>	Not applicable
8.	<b>Whether age and educational qualification prescribed for direct recruits will apply in the case of promotees</b>	Not applicable
9.	<b>Period of Probation, if any</b>	Nil
10.	<b>Method of recruitment whether by direct recruitment or by promotion or by deputation / absorption and percentage of vacancies to be filled by various methods</b>	100% by Promotion
11.	<b>In case of recruitment by promotion / deputation/ absorption grades from which promotion/ deputation/ absorption to be made</b>	<b>By promotion</b> From amongst the Warders having 8 years of regular service in the grade.  Note: The eligibility service for the existing Warders holding the post on regular basis shall continue to be five years (as per existing notified Recruitment Rules, 2014) on the date of notification of these rules.
12.	<b>If departmental confirmation committee exists, what is its composition</b>	Group "C" <u>Departmental Promotion Committee</u>  1. Inspector General of Prisons: Chairman 2. Additional Inspector General of Prisons cum Supdt. Jail: Member 3. Deputy Superintendent Jail: Member 4. Representative of Deptt. of Personnel- Member 5. Representative of Director Social Welfare - Member
13.	<b>Circumstances in which UPSC is to be consulted in making recruitment</b>	Not Applicable

**SCHEDULE**

1.	<b>Name of the Post</b>	<b>Warder</b>
2.	<b>No. of Posts</b>	*130 (2024) * Subject to variation
3.	<b>Classification</b>	General Central Civil Services (Group C, Non-Ministerial)
4.	<b>Scale of Pay</b>	Level 2 (19900-63200)
5.	<b>Whether Selection Post or Non-Selection Post</b>	Not Applicable
6.	<b>Age limit for direct recruits</b>	Between 18 years and 25 years (Relaxable for departmental candidates upto 40 years in accordance with the instructions or orders issued by the Centre Government)

Note: The crucial date for determining the age limit shall be the closing date for receipt of applications from candidates in India and not the closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh Division of J&K State, Lahaul & Spiti District and Pangi Sub-division of Himachal Pradesh, Andaman & Nicobar Island or Lakshadweep.

7.	<b>Educational and other qualification required for direct recruits</b>	<p>i. 10+2 pass from a recognized board/university.</p> <p>ii. Physical measurement</p> <p>a. Height (male): 170 cm (5cm relaxable for the residence of notified hilly areas)</p> <p>b. Chest (male): 84cm (unexpended) – 88cm (expended)</p> <p>c. Chest (male) for the residence of notified hill areas: 79cm (unexpended) – 83cm (expended)</p> <p>d. Height (female): 157.5 cm(5cm relaxable for the residence of notified hilly areas)</p> <p>iii. Physical Efficiency</p> <p>a. Male: Long jump 14 Foot, High Jump 4 Foot, 800-meter race in 2 minutes 50 Seconds.</p> <p>b. Female: 400-meter race in 1 minutes 30 seconds.</p> <p>Head of department may prescribe physical efficiency criteria according to age category by issuing a standing order.</p>
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Note: ICT course is mandatory at entry level as per the instructions issued by the Chandigarh Administration vide letter dated 25.11.2019.

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| 8.  | <b>Whether age and educational qualification prescribed for direct recruits will apply in the case of promotees</b>  | Not applicable   |
| 9.  | <b>Period of Probation, if any</b>   | 02 Years   |
| 10. | <b>Method of recruitment whether by direct recruitment or by promotion or by deputation / absorption and percentage of vacancies to be filled by various methods</b> | 100% by direct recruitment   |
| 11. | <b>In case of recruitment by promotion / deputation/ absorption grades from which promotion/ deputation/ absorption to be made</b>                                   | Not applicable   |
| 12. | <b>If departmental confirmation committee exists, what is its composition</b>  | Group "C" <u>Departmental Confirmation Committee</u><br>1. Inspector General of Prisons: Chairman<br>2. Additional Inspector General of Prisons cum Supdt. Jail: Member<br>3. Deputy Superintendent Jail: Member |
| 13. | <b>Circumstances in which UPSC is to be consulted in making recruitment</b>  | Not Applicable   |

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 3rd May, 2024

**No. 13/1/9757-HII(2)-2024/7272.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **72/2020** dated **19.02.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

THE TRIBUNE TRUST EMPLOYEES UNION, CHANDIGARH (REGISTERED UNDER THE TRADE UNIONS ACT, 1926 VIDE REGISTRATION NO.611/2011) THROUGH ITS

1. PRESIDENT SH. MANMOHAN MOUDGIL, AGED 49 YEARS, S/O SH. RAJINDER NATH MOUDGIL, R/O HOUSE NO.605, SECTOR-12, PANCHKULA WORKING AS EXECUTIVE IN THE TRIBUNE, SECTOR 29-C, CHANDIGARH.
2. GENERAL SECRETARY SH. RAJMAL, AGED 54 YEARS, S/O LATE SH. TULSI RAM, R/O HOUSE NO.3306-A, SECTOR 29-D, CHANDIGARH. (Union)

AND

THE TRIBUNE TRUST, SECTOR 29-C, CHANDIGARH-160030. (Managements)

**AWARD**

1. Vide Endorsement No.13/1/9757-HII(2)-2020/13334 Dated 14.10.2020 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal in following words :—

*"Whether the demand raised by The Tribune Trust Employees Union, Chandigarh (Registered under the Trade Union Act, 1926 vide registration No.611/2011) through its [1] President Sh. Manmohan Moudgil, aged 49 years son of Sh. Rajinder Nath Moudgil, resident of House No. 605, Sector-12, Panchkula working as Executive in The Tribune, Sector-29-C, Chandigarh. [2] General Secretary Sh. Raj Mal, aged 54 years son of Sh. Late Shri Tulsi Ram, resident of House No.3306-A, Sector 29-D, Chandigarh against the management of The Tribune Trust, Sector-29-C, Chandigarh-160030 are genuine and justified; if so, to what effect and to what relief he is entitled to, if any ?"*

2. Upon notice, The Tribune Trust Employees Union, Chandigarh (here-in-after referred "Union") appeared through its Representative. The union by way of claim application is seeking recover of the deductions done by The Tribune Trust from the salary of the employees from 01.04.2020 to 31.01.2021 as detailed in Annexure 'A' accompanied with the claim statement.



<b>Claim for deduction from salary from 01.04.2020 to 31.03.2021</b>					
<b>Sr. No.</b>	<b>Name of employee</b>	<b>Employee Code</b>	<b>Deduction per month from salary</b>	<b>Total amount of deduction per month (deduction per month @ 12% employer's contribution of PF on deduction)</b>	<b>Claimfor amount of deduction from 01.04.2020 to 31.03.2021</b>
1	Mahesh Kumar	M077	666.00	746.00	8952.00
2	Sanjeev Rana	S336	532.00	596.00	7152.00
3	Deep Chand	D070	663.00	743.00	8916.00
4	Pardeep Kumar	P090	598.00	670.00	8040.00
5	Rinku	R212	666.00	746.00	8952.00
6	Ram Dev	R229	692.00	775.00	9300.00
7	Ajay Kumar	A244	663.00	743.00	8916.00
8	Monu	M103	620.00	694.00	8328.00
9	Rajinder	R227	663.00	743.00	8916.00
10	Ramesh	R254	663.00	743.00	8916.00
11	Praveen Lakhanpal	P008	7171.00	8032.00	96384.00
12	Tilak Raj Yadav	T033	692.00	775.00	9300.00
13	Mahipal Singh	M081	666.00	746.00	8952.00
14	Jasbir Samar	J010	7076.00	7925.00	95100.00
15	Bikramjit Singh	B057	6175.00	6916.00	82992.00
16	N.D. Sharma	N006	10969.00	12285.00	147420.00
17	Mansa Ram	M014	6999.00	7839.00	94068.00
18	Darshan Singh	D010	6973.00	7810.00	93720.00
19	Sanjeev Benjwal	S221	6124.00	6859.00	82308.00
20	Harinder Singh	H004	5167.00	5787.00	69444.00
21	Yash Paul Sharma	Y001	7132.00	8189.00	98268.00
22	Kuldeep Dhanaula	K049	6593.00	7384.00	88608.00
23	Amarpreet Singh	A114	5851.00	6553.00	78636.00
24	Sanjay Sawhney	S073	6441.00	7214.00	28856.00
25	Manmohan Moudgil	M025	6194.00	6937.00	83244.00
26	Kuldeep Aggarwal	K023	5925.00	6636.00	79632.00
27	Arun Behl	A074	5935.00	6647.00	79764.00
28	Arun Gureja	A066	6505.00	7286.00	7286.00
29	Vivek Sharma	V041	5655.00	6334.00	76008.00
30	Sunil Sood	S092	6206.00	6951.00	83412.00

31	Sachin Sharma	S227	5041.00	5646.00	67752.00
32	Bhagwati Prashad	B023	5907.00	6616.00	79392.00
33	Rajiv Sharma	R131	5365.00	6009.00	72108.00
34	Manbinder Devshali	M027	5644.00	6321.00	75852.00
35	Naveen Gureja	N031	5303.00	5939.00	71268.00
36	Tirlochan Singh	T011	5963.00	6679.00	80148.00
37	Ajay Saini	A082	5398.00	6046.00	72552.00
38	Rakesh Dhammi	R135	4814.00	5392.00	64704.00
39	Babu Lal	B041	5336.00	5976.00	71712.00
40	Sanjay Kumar II	S018	4607.00	5160.00	61920.00
41	Vijay Kumar	V006	5531.00	6195.00	74340.00
42	Kartar Singh	K002	4576.00	5125.00	61500.00
43	Ram Bhadur	R011	6358.00	7121.00	85452.00
44	Raj Mal	R187	6090.00	6821.00	81852.00
45	Ashok Kumar II	A136	5628.00	6303.00	75636.00
46	Sushil Kumar	S178	5934.00	6646.00	79752.00
47	Rajesh Thakur	R015	5918.00	6628.00	79536.00
48	Gurnam Singh	G037	5398.00	6046.00	72552.00
49	Shiv Kumar	S219	5837.00	6537.00	78444.00
50	Salil Kumar	S218	6082.00	6812.00	81744.00
51	Sanjay Sharma	S162	5360.00	6003.00	72036.00
52	Raj Kumar Sharma	R182	5843.00	6544.00	78528.00
53	Ram Sewak	R172	6525.00	7308.00	87696.00
54	Krishan Lal Maurya	K060	6082.00	6812.00	81744.00
55	Ashok Thakur	A140	5825.00	6524.00	78288.00
56	Hardev Singh	H039	5903.00	6611.00	79332.00
57	Udey Singh	U009	6103.00	6835.00	82020.00
58	Rohit Kumar	R132	5903.00	6611.00	79332.00
59	Bhagat Singh	B055	6076.00	6805.00	81660.00
60	Sanam Gurang	S220	6076.00	6805.00	81660.00
61	Ashok Yadav	A146	4871.00	5456.00	65472.00
62	Lokha Ram	L002	5410.00	6059.00	72708.00
63	Suneel Khurana	S158	6063.00	6791.00	81492.00
64	Rajinder Singh	R171	6711.00	7516.00	15032.00
65	Surinder Singh	S235	4859.00	5442.00	65304.00
66	Sunil Dutt Sharma	S217	5594.00	6265.00	75180.00
67	Suraj Kumar	S331	692.00	775.00	9300.00
68	Tara Chand	T016	5691.00	6374.00	76488.00
69	Jaspal Singh	J028	4513.00	5055.00	60660.00
70	Banarsi Dass	B025	4934.00	5526.00	66312.00

71	Parmatama Gupta	P053	4228.00	4735.00	56820.00
72	Vijay Kumar II	V055	4044.00	4529.00	54348.00
73	Sunder Lal	S138	6199.00	6943.00	83316.00
74	Mohan Lal Ghai	M051	4714.00	5280.00	63360.00
75	Aman Gulati	A145	3993.00	4472.00	53664.00
76	Uma Shankar	U001	3798.00	4254.00	51048.00
77	Harbinder Singh	H024	4505.00	5046.00	60552.00
78	Laxman Singh	L018	4717.00	5283.00	63396.00
79	Rajesh Kumar II	R151	4345.00	4866.00	58392.00
80	Anil Kumar	A111	4345.00	4866.00	58392.00
81	Sushil Kumar	S156	4930.00	5522.00	66264.00
82	Jawala Prashad	J034	4345.00	4866.00	58392.00
83	Rajinder Yadav	R148	4717.00	5283.00	63396.00
84	Dinesh Kumar	D032	5049.00	5655.00	67860.00
85	Sanjiv Dean	S163	3967.00	4443.00	53316.00
86	Pawan Kumar	P059	4689.00	5252.00	63024.00
87	Saroop Singh	S155	4930.00	5522.00	66264.00
88	Pritam Singh	P061	4345.00	4866.00	58392.00
89	Jagat Singh	J033	4345.00	4866.00	58392.00
90	Jagdish Sharma	J031	4733.00	5301.00	63612.00
91	Dinesh Yadav	D034	4345.00	4866.00	58392.00
92	Rameshwar Verma	R152	4345.00	4866.00	58392.00
93	Anoop Sharma	A109	4834.00	5414.00	64968.00
94	Raj Kumar	R144	4689.00	5252.00	63024.00
95	Sunil Kumar	S157	4930.00	5522.00	66264.00
96	Babu Lal	B034	4345.00	4866.00	58392.00
97	Shiv Kumar Shukla	S153	4753.00	5323.00	63876.00
98	Rakesh Kumar	R273	598.00	670.00	8040.00
99	Charanjeet	C027	613.00	687.00	8244.00
100	Rakesh Kumar	R143	0	0	0
101	Manoj Pal	M079	666.00	746.00	8952.00
102	RajeshKumar (R243)	R243	597.00	669.00	8028.00
103	Akshay Sharma	A186	622.00	697.00	8364.00
104	Lalit Kumar	L029	598.00	670.00	8040.00
105	Jaspal Singh	J057	613.00	687.00	8244.00
106	Mohit Kumar Thakur	M106	639.00	716.00	8592.00
107	RajeshKumar (R242)	R242	666.00	746.00	8952.00
108	Charan Dass	C003	4851.00	5433.00	65196.00
109	Jaspal	J005	5439.00	6092.00	73104.00



110	Chander Prakash	C002	4610.00	5163.00	61956.00
111	Ram Anjore	R039	4847.00	5429.00	65148.00
112	Sukhwinder Singh	S166	5186.00	5808.00	69696.00
113	Pawan Kumar	P064	5186.00	5808.00	69696.00
114	Hargobind	H030	5399.00	6047.00	72564.00
115	Uttam Parkash	U006	5073.00	5682.00	68184.00
116	Ashok Kumar Dhiman	A115	4928.00	5519.00	66228.00
117	Gulshan Sharma	G023	6206.00	6951.00	83412.00
118	Nardeep Patrai	N022	6241.00	6990.00	83880.00
119	Bhupinder Singh	B022	6506.00	7287.00	43722.00
120	Naresh Sharma (Store)	N027	5678.00	6359.00	76308.00
121	Amarendra Singh	A226	734.00	822.00	9864.00
122	Sanjay Gautam	S086	6493.00	7272.00	87264.00
123	Diwakar Tiwari	D024	5692.00	6375.00	76500.00
124	Sanjiv Khosla	S006	5421.00	6072.00	72864.00
125	Satpal Singh	S205	6197.00	6941.00	83292.00
126	Kalyan Singh Bhansore	K059	6178.00	6919.00	83028.00
127	Kanwal Singh Rana	K063	5730.00	6418.00	77016.00
128	Deepak Gupta (Delhi)	D054	6550.00	7336.00	88032.00
129	Umesh Kumar	U008	6044.00	6769.00	81228.00
130	Balraj Nayyar	B054	6468.00	7244.00	86928.00
131	Arun Nathani	A013	7139.00	7996.00	95952.00
132	Anoop Sharma	A067	6265.00	7017.00	84204.00
133	Rajesh Ahuja	R105	5512.00	6173.00	74076.00
134	Mahinder Singh	M029	5622.00	6297.00	75564.00
135	Ajay Chauhan	A090	5303.00	5939.00	71268.00
136	Raman Kaul	R103	5907.00	6616.00	79392.00
137	Nand Kishore	N071	0	0	0
138	Avtar Singh	A138	6082.00	6812.00	81744.00
139	Vinod Garg	V077	5977.00	6694.00	80328.00
140	Somvir	S014	4757.00	5328.00	63936.00
141	Vikas Ghai	V037	6235.00	6983.00	83796.00
142	Harvinder Khetal	H009	13071.00	14640.00	175680.00
143	Balak Ram	B005	4430.00	4962.00	59544.00
144	Sanjay Katyal	S093	6206.00	6951.00	83412.00
145	Ashok Kapila	A073	6235.00	6983.00	83796.00
146	Rajesh Kumar	R165	5934.00	6646.00	79752.00
147	Raman Sharma	R088	6505.00	7286.00	87432.00

148	Subash Chander	S179	5656.00	6335.00	76020.00
149	Niti Sodhi	N045	5202.00	5826.00	69912.00
150	Shripati Ram	S181	5549.00	6215.00	24860.00
151	Sukhvair Singh	S097	6050.00	6776.00	81312.00
152	Ranjit Thakur	R089	6499.00	7279.00	87348.00
153	Bhupinder Singh	B024	5472.00	6129.00	73548.00
154	Munish Malhotra	M026	6050.00	6776.00	81312.00
155	Harish Handa	H018	5656.00	6335.00	76020.00
156	Radhey Shyam	R094	6241.00	6990.00	83880.00
157	Manish Malhotra	M030	5472.00	6129.00	73548.00
158	Shri Kant (Ambala)	S091	6281.00	7035.00	84420.00
159	Hardeep Guru	H015	6187.00	6929.00	83148.00
160	Arun Sharma	A075	6206.00	6951.00	83412.00
161	Gariesh Kumar (Ludhiana)	G050	4821.00	5400.00	64800.00
162	Ishwar Dutt Sharma	I012	4871.00	5456.00	65472.00
163	Ram Lakhan	R106	5973.00	6690.00	80280.00
164	Shailender Kumar	S103	5960.00	6675.00	80100.00
165	Surinder Singh	S009	5525.00	6188.00	74256.00
166	Narinder Negi	N003	5723.00	6410.00	76920.00
167	Lal Bhadur	L001	5650.00	6328.00	75936.00
168	Subash Verma	S013	4906.00	5495.00	65940.00
169	Sukhwinder Singh	S016	5012.00	5613.00	67356.00
170	Bharat Bhushan	B004	4828.00	5407.00	64884.00
171	Rakesh Kumar	R013	5531.00	6195.00	74340.00
172	Satvir Singh	S234	4431.00	4963.00	59556.00
173	Vinod Kumar	V008	4796.00	5372.00	64464.00
174	Dilbagh Singh	D003	5525.00	6188.00	74256.00
175	Sat Pal (Gurgaon)	S019	4915.00	5505.00	66060.00
176	Brajesh Sharma (Delhi)	B002	5157.00	5776.00	69312.00
177	Shankar Lal (Delhi)	S007	5862.00	6565.00	78780.00
178	Ramesh Chander (Delhi)	R019	5199.00	5823.00	69876.00
179	Bhole Nath (Delhi)	B001	6095.00	6826.00	47782.00
180	Puran Singh (Delhi)	P001	6007.00	6728.00	80736.00
181	Roshan Lal	R155	5527.00	6190.00	74280.00
182	Parkash Gosain	P004	4995.00	5594.00	67128.00
183	Surinder Chaudry	S195	6532.00	7316.00	87792.00
184	Tirath Singh Rawat	T019	6338.00	7099.00	85188.00



185	Dinesh Guleria	D053	6179.00	6920.00	83040.00
186	Suresh Sharma	S196	6394.00	7161.00	57288.00
187	Birender Singh	B033	6003.00	6723.00	80676.00
188	Raj Kumar	R191	5163.00	5783.00	69396.00
189	Kamlesh Singh Rawat	K038	4108.00	4601.00	55212.00
190	Ram Brich	R030	5484.00	6142.00	30710.00
191	Ramesh	R116	672.00	753.00	9036.00
192	Kunwar Bhadur	K005	4847.00	5429.00	65148.00
193	Ram Jas	R026	0	0	0
194	Survir Singh (Delhi)	S032	5632.00	6308.00	75696.00
<b>Total Claim:-</b>					<b>1,24,04,636.00</b>

Prayer is made that the claim application may be allowed.

3. On notice, The Tribune Trust / management contested the claim statement by filing written reply on 18.04.2022. As per the brief history given in the written reply, The Tribune Trust had been created under the will of Late S. Dyal Singh Majithia, a public-spirited Philanthropist. The testator left no heir. As such, no part of the income of the Trust goes to any private person by way of dividend, profit-sharing or otherwise. The affairs of The Tribune Trust are run by Board of Trustees, who are all public figures of great eminence and have taken the responsibility of running the affairs of the Trust pro bono. The surplus of The Tribune Trust means with the Trust and is utilised for running day-to-day operations of the newspaper and for betterment of the employees. The Tribune Trust does not access to public funds. Even the possibility of raising debt is very remote as institutional lenders often insist on personal guarantees of Directors and in the case of The Tribune Trust, the Trustees are completely un-remunerated and work pro bono and as such will be unable to furnish the required securities. The Tribune Trust is wholly dependent on internal accruals for its survival. The Trust had always been a law abiding employer and had thus been implementing recommendations of the Wage Board Awards notified by the Government of India in accordance with the wage settlement machinery provided under the provisions of The Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*here-in-after in short called "Act 1955"*). It is a matter of record that The Tribune Trust was the first to implement Majithia Wage Board Awards for its employees, paid the due arrears to them within the period prescribed and continued paying wages as per revised rates despite the fact that in recent past, the media industry has been facing fall in circulation and advertisement revenues due to advent of new technologies and raising interest of younger generations towards mobile, online news portals and other such mediums. The situation had been further aggravated due to out-break of COVID-19 pandemic that gravely impacted the circulation and advertisement revenues of the already ailing media industry. The continuing crises being faced by the Trust in terms of falling revenues had been exacerbated due to the exceptional circumstances created by the outbreak of COVID-19 pandemic. Many of the Trust's newspaper agents / vendors had refused to lift and distribute the newspapers. Many readers too are stilling resisting to accept physical copies citing safety concern on account of Corona Virus. The restrictions imposed due to lock down / curfew / closure etc. had also critically impacted the circulation of Trust's publications. Further publication and distribution of School Edition of The Tribune had also been suspended due to closure of schools in the region. All this had resulted in the circulation of The Trust's publications going down by approximately 67%. With the industrial and commercial activities all over the country having ceased due to lock down, not only the circulation but also the advertisement revenues of the publications had been adversely affected as the lock down brought the economy to stand still. The Trust was and is still faced with huge financial crises since the revenues are simply not sufficient to meet the expenses, of which the employee costs are the biggest component. In view of the above-mentioned extenuating circumstances and financial constraints, the Trust had decided to

slab-wise reduction in the salary of employees for a period of one year from 01.04.2020 to 31.03.2021. The Tribune Employees Union, the majority union had agreed to the said decision, by entering into Memorandum of Settlement, which is a positive step to help the Trust come out of the extreme situation confronting it. Efforts were also made by the Trust to bring the applicant-union on board so as to arrive at a settlement but the efforts could not materialised due to un-cooperative approach of the applicant-union. With advertisement revenues now hitting the rock bottom due to COVID-19 and the online platforms gaining hike, key sources of revenue for the print media are on the verge of depletion as brought out below :—

- a) A report published by KPMG titled "COVID-19 : Many shades of a crises - media and entertainment sector prospective", suggest that pandemic induced interruptions in the lives of people globally will consequently present a challenge to traditional forms of media as opposed to their digital counterparts.
- b) In an article published by The Print on 20.04.2020 titled "Covid-19 Hits Print Media Heart - ads and circulation dip, edition see major digital push" it was reported that :  
  
"Over the last few days, however, residents across the country have unilaterally decided against letting vendors deliver newspapers at their door steps, fearing possible transmission."  
  
"According to multiple industry sources, the move has hit the newspaper industry heart with advertisement revenues hitting rock bottom since the crises started."
- c) Due to lack of advertisement, several prominent newspapers viz Times of India, Hindustan Times, Hindu etc. have been forced to drastically reduce their number of pages. The Delhi edition of Hindustan Times, for instance now consist of only 14-18 pages, down from over 20-22 pages. Even The Tribune has reduced its pages from 16-18 on week days and 20-22 on week ends to about 12-14 pages and has had to discontinue / merge the supplements such as Jobs, Carriers, Spectrum, Trends and Life Style.
- d) Newspaper establishments have been forced to shut down physical editions of Newspapers due to market condition. In many areas vendors have refused to deliver. Moreover, many resident welfare associations have banned the entry of any outsiders into colonies and buildings.
- e) Various studies and reports make it clear that newspaper industry can only pay as long as it has the capacity to pay which in turn is dependent upon the revenue produced by the establishment. In the light of current global calamity, newspaper revenues are facing a steep fall due to decrease in advertisement revenue. Many newspapers had to close down while other are decreasing their number of pages. In a situation like this, mandating these establishments to keep on paying the same amount of salaries while the revenues are dropping, would effectively mean that all of these establishments will have to close down, which would be violative of Article 19(1)(g) and 14 of the Constitution of India. As a matter of fact Hon'ble Supreme Court has even held that a provision which is constitutional at one time can become un-constitutional with the passage of time and change in circumstances. The significance of this settlement is that while Majithia Wage Board examined the capacity to pay in 2010, the recent even, after more than a decade of Majithia's examination have manifestly eroded The Tribune Trust's capacity to pay.

4. Further preliminary objections are taken on the ground that the application for placing on record the breakdown of claims, the Union has been made in pursuant to the order passed by the Hon'ble High



Court and the consequential proceedings before the Labour Authorities. The said application is not sufficient to meet the requirement, as contemplated under the provisions of Section 17(2) of Act 1955 as the said application filed by the Union does not even say a word with regard to entitlement of the employees concerned. Thus, the said application cannot be proceeded with in its present form. The principal averments in the current matter are in respect of payment of wages to the employees governed under the provisions of Act 1955, the said alleged grievance cannot be espoused by a union and the said dispute has to be raised by the affected employee individual under Section 17 of the Act 1955 read with Rule 36 of the Rules framed under the Act 1955. In any view of the matter, Union is not competent to file present lis as the Union has failed to show that it has acted in accordance with Constitution of the Union. The Union has failed to demonstrate the membership and has not provided an authentic list of the persons that it purports to represent. To the knowledge and understanding of the management based upon the verification of the members got through the majority union (The Tribune Employees Union) the list of members of The Tribune Trust Employee Union, enclosed vide Annexure 'R1', 98 members as on the date of raising claim before the Hon'ble High Court and Labour Authorities. Thus, the applicant-union is not competent to make any averment on behalf of non-members. As such, the majority union namely 'The Tribune Employee Union' also becomes a necessary and proper party to be impleaded in the present matter. Thus, the application filed by the applicant-union is bad for non-joinder of necessary parties. The applicant-union has not filed any resolution book or minutes of general body or other meetings which would show that representatives of the applicant-union have been authorised by its members to raise the subject-lis.

5. Further on merits, it is stated that it is a matter of fact that the slab wise deduction in salary for a period of one year i.e. 01.04.2020 to 31.03.2021 was done in a way that it would not have any effect on full & final calculations i.e. leave encashment and gratuity calculations for those who retired, resigned or passed away during service between April 1, 2020 to March 1, 2021. Moreover, the reduction excluded house rent allowance, medical reimbursement and LTA. A chart showing the salary calculations of the members of the Union has been prepared and attached which compares wages mandated by the wage board, the pre-deduction wages and post deduction wages. The said chart shows the post of deduction, wages of the workman were not less than those mandated by the Majithia Wage Board. The Memorandum of Settlement dated 22.04.2020 which was entered into with the majority union which has, to the knowledge and understanding of the management, a membership of 602 members is enclosed with the written reply. Vide settlement dated June 9, 2014 signed between the management and the majority union, some benefits which were being availed by the workmen prior to coming into force Majithia Award were reduced, some were continued while some others were added. Even though the applicant-union at that time had not agreed to enter into collective bargaining and did not sign a settlement with the management, terms settled in the said settlement were made applicable across the board to all employees including the members of the applicant-union to which no objection was ever raised by the applicant-union. The applicant-union has no locus to challenge the practice now. In this context, it is stated that the applicant-union has taken obstructionist stand and had been attempting to vitiate industrial peace in the difficult time. Without prejudice to the submissions made above, it is submitted that the reference in this matter stands challenged by the management in the Hon'ble High Court of Punjab & Haryana through CWP NO.4276 / 2021 titled as The Tribune Trust Versus Union Territory & Others, wherein notice of motion has already been issued on 20.08.2021 and the matter is now pending for 16.09.2022. It is further submitted that the claim statement neither have any merit nor the same is maintainable in the present form, as such, claim may be disposed off accordingly.

6. The union filed replication, stating therein that the settlement dated 22.04.2020 is not binding on the members of the applicant-union. In fact, the applicant-union and its members were not parties to the settlement dated 22.04.2020. As such the terms & conditions of this settlement are not binding of the applicant-union and its members. The applicant-union was never called for any discussion or negotiations for any such settlement by the management. The management did this settlement with other union without even inviting the applicant-union for any kind of discussion, negotiating, let alone the participation of the applicant-union in this settlement. The applicant-union was called for customary meeting in this regard with

one of the local Trustees on 24.04.2020 that too only after the settlement had been finalised and send to the Labour Department for registration. No discussion or negotiation on this matter was possible as the settlement with the other union was already done by the management. The management unfair and discriminatory attitude, thus ignoring the legal rights of the applicant-union which is a registered and recognised union. The settlement dated 22.04.2020 was even done by the other union namely The Tribune Employees Union, Chandigarh without taking their members into confidence, in advance and without calling its general body meeting prior to signing of the settlement. The settlement was finalised and signed by some office bearers of the other union on 22.04.2020 and the general body meeting of the other union was called on May 1, 2020 and that too under the grab of holding May Day. Even in the union, notice for the agenda of the meeting dated 29.04.2020, no specific mention of any discussion on the matter and the approval of the general house in this matter was ever made. The whole exercise was done in a dubious manner which is quite apparent from the union notice dated 29.04.2020 and the signatures of the members of the other union and other employees were obtained in such a hasty and suspicious manner in the register meant for this purpose. The memorandum of settlement dated 22.04.2020 is void in terms of Section 23 of the Indian Contract Act. The object of settlement i.e. reduction of wages of newspaper employee is forbidden by Section 16 of the Act 1955. As per the provisions of The Payment of Wages Act, 1936 (*here-in-after in short referred 'Act 1936'*) the deduction for specific purposes from the wages / salaries of the employees cannot be made without the written authorisation of the employees and these provisions of the Act 1936 could be taken as guiding principle in the instant case of salary deduction / reduction of the members of the applicant with him. Even the Centre and State Governments took specific written authorisation of employees for contribution to PM Care Fund for COVID-19. In the present case, the management has not taken prior written authorisation of employees before making deductions for Financial Crises 2020 - Special Deduction due to COVID-19. The consent of some of the employees taken in the general body meeting by Union in a dubious manner cannot be presumed to be free consent of all the employees. The applicant-union is competent to raise the claim or espouse the cause of individual workman as the same is not barred under the Act 1955. It is not disputed that The Tribune Trust was created under the will. Rest of the contents of the written statement are denied as wrong except para 4 on merits which is replied in a formal manner being matter of record and averments of claim statement are reiterated.

7. From the pleadings of the parties following issues were framed vide order dated 24.08.2022 and additional issue No.1-A was framed vide order dated 04.10.2022 :—

1. Whether the union is duly authorised to file present statement of claim ? OPW
- 1-A Whether the demands raised by The Tribune Trust Employees Union, Chandigarh through its President etc. are genuine and justified; if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the management has made illegal deduction/reduction from the salary/wages of the members of the Applicant Union for the period w.e.f. 01.04.2020 to 31.03.2021 as alleged ? OPW
3. If issue No.2 is proved in affirmative, whether the management is liable to pay the amount deducted from the salary / wages of the members of the Applicant Union along with interest, as prayed for ? OPW
4. Whether the statement of claim is not maintainable for non-fulfilment of requirements under Section 17(2) of the Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provision Act, 1955 ? OPM



5. Whether the claim application is bad for non-joinder of necessary parties ? OPM
6. Relief.

8. In evidence, the union examined AW1 Raj Mal Thakur, who tendered his affidavit Exhibit 'AW1/A' along with copies of documents Exhibit 'W1' to Exhibit 'W4'.

**Exhibit 'W1'** is claim for deduction from salary from 01.04.2020 to 31.03.2021 of 194 members of the union.

**Exhibit 'W2'** is notice regarding the resolution passed by the Tribune.

**Exhibit 'W3'** is proceeding of executive committee held in the Tribune Colony, Sector 29-D, Chandigarh on 15.04.2020 at 1:00 P.M.

**Exhibit 'W4'** is General Body Meeting held at Sidh Baba Amarnath Mandir, Sector 29-C, Chandigarh behind Tribune Building, Chandigarh on 21.02.2021.

9. On 19.07.2023 Learned Representative for the union closed evidence in affirmative.

10. On the other hand, management examined MW1 Hardeep Guru - Executive in HR Department of The Tribune Trust, Sector 29-C, Chandigarh, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to 'M9'.

**Exhibit 'M1'** is salary comparison list (comparison between the actual wages paid and the wages as per the Majithia Wage Board Recommendation) of 98 employees of The Tribune Trust.

**Exhibit 'M2'** is memorandum of settlement dated 22.04.2020 between The Tribune Trust and The Tribune Employees Union.

**Exhibit 'M3'** is memorandum of settlement dated 09.06.2014 between The Tribune Trust and The Tribune Employees Union.

**Exhibit 'M4'** is self-attested copy of the list of Tribune Offices closed between the years 2018-2023.

**Exhibit 'M5' & Exhibit 'M6'** is notice dated 25.04.2020 and 01.05.2020 both issued by Shri Vinay Verma, General Manager, The Tribune Trust respectively.

**Exhibit 'M7'** is letter dated 09.07.2020 addressed from A.G.M. Legal and Admin for The Tribune Trust, Chandigarh to The President and General Secretary, The Tribune Employees Union, Chandigarh.

**Exhibit 'M8'** is letter dated 13.07.2020 addressed from Ruchika M. Khanna, General Secretary and Anil K. Gupta, President for The Tribune Employees Union, Chandigarh to The A.G.M, Legal and Administration, The Tribune Trust, Chandigarh.

**Exhibit 'M9'** is original authority letter dated 09.09.2023 issued by Shri Amit Sharma officiating General Manager, The Tribune Trust Chandigarh in favour of Mr. Hardeep Guru, Executive, The Tribune Trust Chandigarh.

11. It is pertinent to mention here that self-attested copy of list of members of The Tribune Trust Employees Union consisting of 1 to 98 members is exhibited vide Exhibit 'M7'. Exhibit 'M7' is numbered twice. In order to avoid any ambiguity, copy of letter dated 09.07.2020 is hereinafter referred and renumbered as Exhibit 'M7/1'.



12. On 25.01.2024 Learned Representative for the management closed oral evidence. On 19.02.2024 Learned Representative for the management closed documentary evidence.

13. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :—

**Issue No.1 :**

14. Onus to prove this issue is on the workman / union.

15. Learned Representative for the union argued that the union is registered and recognised union of the employees of the management. As such the union being a juridical person can raise claim on behalf of its members under Section 17 of the Act 1955.

16. On the other hand, Learned Representative for the management argued that the alleged grievance cannot be espoused by a union and the said dispute has to be raised only by the affected employee individually under Section 17 of Act 1955 read with Rule 36 of the Rules framed under the Act 1955. The union is not competent to file the present lis. The union has failed to demonstrate the membership and has not provided an authenticated list of the persons that it purports to represent. The membership of the union is less than 100. The union being not sufficient in numbers is not entitled to any relief. To support his arguments Learned Representative for the management referred list of 98 members of the union Exhibit 'M7'. Learned Representative for the management referred cross-examination of MW1 wherein he has denied the suggestion as wrong that at present the number of The Tribune Trust Employee Union is not even 100. Learned Representative for the management further referred cross-examination of AW1 wherein he stated that all the 153 members are presently working in the Trust. There is no written record whereby the aforesaid 153 members authorised him by way of resolution to raise demand on behalf of the union relating to wage reduction, approaching the Hon'ble High Court in the writ petition and to file the case before this Labour Court.

17. To my opinion, the objection raised by the management that the union has not demonstrated the membership and has not provided an authenticated list is devoid of merits as the union proved into evidence resolutions dated 05.04.2020 / Exhibit 'W3' and 21.02.2021 / Exhibit 'W4' whereby the members have authorised the union to take necessary action in the matter in question. Exhibit 'W3' and Exhibit 'W4' are signed by the Executive Members of the union. Since the resolution Exhibit 'W3' and Exhibit 'W4' are signed by the Executive Members of the Union, therefore, the same is not required to be signed by each member of the union. In order to prove the fact that at the time of presenting the present industrial dispute reference, there were 153 members of the union, AW1 in his cross-examination brought into evidence the copy of the register showing 153 members of the union vide Exhibit 'W5' along with copies of 153 application forms of the members of the union vide Exhibit 'W6'. The original of Exhibit 'W5' and Exhibit 'W6' were produced in the Court at the time of recording cross-examination of AW1 which were seen and returned. As per the contents of resolution Exhibit 'W3', the Executive Committee unanimously decided to even approach any Court of Law for relief in the matter of wage / salary reduction of employees if the situation so demands. The Executive Committee further authorised the President Mr. Manmohan Moudgil and the General Secretary Mr. Raj Mal to file the case in any Court of Law and also further authorised them to sign any legal document including affidavit etc. and also to engage any Advocate on behalf of the union in any Court of Law. It is own case of the management that efforts were made by the Trust to bring the applicant-union on board so as to arrive at a settlement but the efforts could not materialised due to un-cooperative approach of the applicant-union. The aforesaid plea taken by the management would suggest that management recognise the applicant-union otherwise there was no reason for the management to make efforts to arrive at a settlement with the applicant-union. In this manner, the management has failed to controvert the fact that the union is registered and recognised trade union of employees of the management, having strength of 153 members at the time of raising the present industrial

dispute. The union being registered and recognised union of the employees of the management is competent to espouse the cause of its members under the Act 1926.

18. In view of the discussion made above, the present claim statement is proved to have been filed by the duly authorised union.

19. Accordingly, this issue is decided in favour of the workman / union and against the management.

**Issues No. 1-A, 2 & 3 :**

20. All these issues are taken up together being interconnected and in order to avoid repetition of discussion.

21. Onus to prove all these issues is on the workman / union.

22. Under these issues, Learned Representative for the union referred the testimony of AW1 Shri Raj Mal Thakur vide his affidavit Exhibit 'AW1/A' deposed that he has joined the Tribune Press in 1988, currently working at the post of the Composing supervisor in the Tribune Press Department. He has joined the applicant-union i.e. the Tribune Trust Employees Union from its very formation in 2011 (Registered and Recognized). He has held the post of nominated member of executive committee of the union from 2011 to 2013, after that held the post of Office Secretary of the union from 2013 to 2014 and thereafter holding the post of General Secretary of the union from 2014 to till date which shows that he is well aware of all the facts of the present matter. He is submitting hereby way of this evidence being the voice and representation of the applicant-union that all the facts given by them in the written submissions are true to facts. He and his members were never included in the discussions for the deduction in the pay scale. After it was brought to their knowledge, they immediately filed the representation to the authorities stating their concerns and how this is against the law laid for the prevention and security of the journalists. But the authorities did not consider their claims and deducted the salary from 01.04.2020 to 31.03.2021. Detailed deductions are already on record in the statement of claim filled by them. AW1 further deposed that the services of the members of applicant-union are governed by Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provision Act, 1955 and the members of applicant-union consisting of Journalists and Non- Journalists are entitled to get wages at the rates not less than specified in the order issued as per Section 12 of the Act 1955 in accordance with the provisions of Section 13 & 13-D of the Act 1955 and these Sections are reproduced here.

***"12. Powers of Central Government to enforce recommendations of the Wage Board.-***

*(1) As soon as may be, after the receipt of the recommendations of the Board, the Central Government shall make an order in terms of the recommendations or subject to such modifications, if any, as it thinks fit, being modifications which, in the opinion of the Central Government, do not effect important alterations in the character of the recommendations.*

*(2) Notwithstanding anything contained in sub-section (1) the Central Government may, if it thinks fit,--*

*(a) make such modifications in the recommendations, not being modifications of the nature referred to in sub-section (1), as it thinks fit: Provided that before making any such modifications, the Central Government shall cause notice to be given to all persons likely to be affected thereby in such manner as may be prescribed, and shall take into account any representations which they may make in this behalf in writing; or*

*(b) refer the recommendations or any part thereof to the Board, in which case, the Central Government shall consider its further recommendations and make an order either in terms of*



*the recommendations or with such modifications of the nature referred to in sub-section (1) as it thinks fit.*

*(3) Every order made by the Central Government under this section shall be published in the Official Gazette together with the recommendations of the Board relating to the order and the order shall come into operation on the date of publication or on such date, whether prospectively or retrospectively, as may be specified in the order.*

**13. Working journalists entitled to wages at rates not less than those specified in the order:-**  
*On the coming into operation of an order of the Central Government under section 12, every working journalist shall be entitled to be paid by his employer wages at the rate which shall in no case be less than the rate of wages specified in the order.*

**13D. Application of certain provisions.-** *The provisions of sections 10 to 13A shall apply to, and in relation to, the Board constituted under section 13C, the Central Government and non-journalist newspaper employees, subject to the modifications that-- (a) the references to the Board and working journalists therein, wherever they occur, shall be construed respectively as references to the Board constituted under section 13C and to non-journalist newspaper employees ;*

*(b) the references in sub-section (3) of section 11 to section 9 shall be construed as a reference to section 13C; and*

*(c) the references in section 13 and section 13A to section 12 shall be construed as references to section 12 read with this section.]"*

23. AW1 further deposed that the Government of India issued order under Section 12 of the above-mentioned Act on 11.11.2011 and enforced the recommendations of Majithia Wage Boards for the revision of the scales of wages and allowances of the newspapers' employees. The Management also implemented the Majithia Wage Board and the scales of wages of the employees of the applicant-union were revised with effect from 11.11.2011. The new scales and allowances under the Majithia Wage Board were given to the employees. In addition to it, the old allowances/ benefits being enjoyed by the employees of The Tribune Trust over a long period of time, along with the new scales and new allowances under The Majithia Wage Board, were also given in terms of the provisions of Section 16 of Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provision Act, 1955. The basic grievance of the applicant-union is that the management has wrongly reduced the salaries of the members of the applicant-union by way of deduction with effect from 01.04.2020 to 31.03.2021 on the basis of an unlawful settlement dated 29.04.2020 with the other union namely The Tribune Employees Union, Chandigarh in defiance of the basic mandate of the law as laid down under Section 16 of Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provision Act, 1955 which is reproduced below for the ready reference.

***"16. Effect of laws and agreements inconsistent with this Act:-***

- (1) The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law or in terms of any award, agreement or contract of service, whether made before or after the commencement of this Act.*

*Provided that where under any such award, agreement, contract of service or otherwise, a newspaper employee is entitled to benefits in respect of any matter which are more favourable to him than those to which he would be entitled under this Act, the newspaper employee shall continue to be entitled to the more favourable benefits in respect of that matter, notwithstanding that he receives benefits in respect of other matters under this Act.*

- (2) Nothing contained in this Act shall be construed to preclude any newspaper employee from entering into an agreement with an employer for granting him rights or privileges in respect of any matter which are more favourable to him than those to which he would be entitled under this act."*

24. AW1 further deposed that in terms of Section 16 of the above mentioned Act, once the wages and allowances of the newspaper employees are fixed as per the recommendations of the Wage Board set up for the revision of scales and allowances etc., the wage structure so fixed cannot be reduced in any manner and any settlement done under any other Act for the reduction of wages and allowances etc. enjoyed by the newspaper employees prior to any such settlement, in any manner and for any reason, shall be void ab initio. In the instant case, the management had fixed the wages and allowances of the employees with effect from 11.11.2011 as per the provisions of the above mentioned Act and the employees of The Tribune Trust continued to enjoy these wages and allowances / benefits etc. till 31.03.2020. Thereafter, the management reduced the wages and allowances / financial benefits etc. of the employees being enjoyed by them prior to the date of implementation of this settlement which is April 1, 2020 and this settlement dated 22.04.2020 was done under Section 2(P) and Section 18 (1) of the Industrial Dispute Act. However, this settlement is in violation of Section 16 of Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provision Act, 1955 already reproduced herein above. The provisions of Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provision Act, 1955, by virtue of being a Special Act, shall prevail over the provisions of Industrial Dispute Act. In fact, the settlement dated 22.04.2020 is also not binding on the members of the applicant-union as per specific provisions of Section 18(1) of the Industrial Dispute Act which are reproduced as under :—

***"18. Persons on whom settlements and awards are binding.-***

- (1) A settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.*

*(2) Subject to the provisions of sub-section (3), an arbitration award] which has become enforceable shall be binding on the parties to the agreement who referred the dispute to arbitration.]*

*(3) A settlement arrived at in the course of conciliation proceedings under this Act or an arbitration award in a case where a notification has been issued under sub-section (3A) of section 10A] or an award of a Labour Court, Tribunal or National Tribunal] which has become enforceable] shall be binding on-*

*(a) all parties to the industrial dispute;*

*(b) all other parties summoned to appear in the proceedings as parties to the dispute, unless the Board, arbitrator,] Labour Court, Tribunal or National Tribunal], as the case may be, records the opinion that they were so summoned without proper cause;*



*(c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates;*

*(d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part."*

25. AW1 further deposed that the applicant-union and its members were not the parties to the settlement dated 22.04.2020 and as such, the terms and conditions of this settlement are not binding on applicant-union and its members. In fact, the applicant-union was never called for any discussion or negotiations for any such settlement by the management and the management did this settlement with the other union without even inviting the applicant-union for any discussions / negotiations, let alone the participation of the applicant-union in this settlement. In fact, the applicant-union was called for customary meeting in this regard with one of the local trustees on 24.04.2020 that too only after the settlement had been finalized and sent to the Labour Department for registration. No discussion or negotiation on this matter was possible as the settlement with the other union was already done by the management. The management resorted to unfair and discriminatory attitude, thus ignoring the legal rights of the applicant-union which is a registered and recognised trade union. In fact, the settlement dated 22.04.2020 was even done by the other union namely The Tribune Employees Union, Chandigarh without taking their members into confidence in advance and without calling its General Body Meeting prior to the signing of the settlement. The settlement was finalized and signed by some office-bearers of the other union on 22.04.2020 and the General Body Meeting of the other union was called on May 1, 2020 and that too under the garb of holding May Day. Even in the union notice for the agenda of the meeting dated 29.04.2020, no specific mention of any discussion on this matter and the approval of the General House in this matter was ever made. The whole exercise was done in a very dubious manner which is quite apparent from Union Notice dated 29.04.2020 and the signatures of the members of the other union and other employees were obtained in such a hasty and suspicious manner in the register meant for this purpose. The memorandum of settlement dated 22.04.2020 is also void in terms of Section 23 of The Indian Contract Act. As per this section, every agreement of which the object or consideration is unlawful is void. It further says that any object or consideration which is forbidden by law or which involves or implies injury to the person or property of another is unlawful. Here in the instant case, the object of the settlement i.e. reduction of wages of newspaper employees is forbidden by Section 16 of Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provision Act, 1955 and is therefore unlawful. Further the reduction of wages of employees involves and implies injury to the property of employees.

26. AW1 further deposed that even as per the provisions of The Payment of Wages Act, 1936, the deductions for specific purposes from the wages / salaries of the employees cannot be made without the written authorisation of the employees and these provisions of the said act could be taken as guiding principles in the instant case of salary deduction/ reduction of the members of the applicant-union. Even the Central and State Governments took specific written authorisation of employees for contribution to PM Care Fund for Covid-19. Here in the instant case, the management has not taken prior written authorisation of the employees before making deduction for Financial Crisis 2020 - Special Deduction due to Covid-19. The consent of some of the employees taken in the General Body meeting by a union in a dubious manner cannot be presumed to be the free consent of all the employees. The applicant-union is competent to raise the claim or espouse the cause of the individual workman as the same is not barred under Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provision Act, 1955. Even in a case titled "Navbharat Press Karamchari Kalyan Sangh vs. State of Chhatisgarh and Others, the Hon'ble High Court of Chhatisgarh has clearly mentioned in the Head Note of the judgment that Newspaper Employee / its union are competent to invoke Section 27 of the Working Journalist Act, 1955 for the

recovery of amount due including for recommendation of Wage Board accepted by Government of India. It is pertinent to note that the members of applicant-union have authorised the applicant-union as per Clause 2 of the Constitution of applicant-union to take up such matter on behalf of the members under any Act. The relevant part of the Constitution [Rule 2 (e)] of the applicant-union is on record. The resolutions of applicant-union in this regard are dated 15.04.2020 and 21.02.2021 respectively. The respondents deducted the salaries of the employees on false and malafide grounds and it is barred by the laws of journalists as well as general guidelines passed by the Government in the hard times of the Covid-19. It is submitted here that we already provided all the essential documents and evidence needed in the present complaint and if the Hon'ble Court deems any other document which is essential for the adjudication of the matter they are ready to bring that on record. They have also filed a detailed replication in the present matter which explains all the hardships faced by them due to the conduct of the respondent. They approached the respondent again and again and also made many representations but the respondents have turned a blind eye on the hardships faced by the members of the union. There are rules and regulation that has to be followed, which are already mentioned in the complaint as well as in the replication filed by them and are not repeated here for the sake of brevity. The respondents are in complete violation of the Act. The management has illegally and arbitrarily made deductions / reductions from the salaries / wages of the members of the applicant union for the period of 01.04.2020 to 31.03.2021. An appropriate order may be passed for the payment of the deducted salary/wages of the employees of the applicant-union. To support the oral version of AW1, Learned Representative for the union referred Exhibit 'W1' to Exhibit 'W6'.

27. On the other hand, Learned Representative for the management referred testimony of MW1 Hardeep Guru, who vide his affidavit Exhibit 'MW1/A' deposed the entire contents of the written reply and supported his oral version with documents Exhibit 'M1' to Exhibit 'M7' and Exhibit 'M7/1'.

28. From the oral as well document evidence led by the parties, it comes out that admittedly the management has made deductions from the salary of members of the union for a period of 1 year i.e. from 01.04.2020 to 31.03.2021.

29. Learned Representative for the union argued that the deduction from the salary of the members of the union is unlawful because the memorandum of settlement dated 22.04.2020 between the majority union i.e. The Tribune Employees Union and the management is not binding on the applicant-union as the members of the applicant-union were not party to memorandum of settlement dated 22.04.2020. There is no agreement between the union i.e. The Tribune Trust Employees Union and the management regarding deduction from their salary. The alleged losses suffered by the management are no ground to make any deduction from the salary of the employees of the union to make good and recover its losses.

30. On the other hand, it is argued by Learned Representative for the management that due to financial constraints on account of out-break of COVID-19 pandemic which gravely impacted the newspaper circulation and advertisement revenues, the Trust had decided to slab-wise reduction in the salary of employees for a period of one year from 01.04.2020 to 31.03.2021. The Tribune Employees Union, the majority union had agreed to the said decision, by entering into Memorandum of Settlement, which is a positive step to help the Trust come out of the extreme situation confronting it. Efforts were also made by the Trust to bring the applicant-union on board so as to arrive at a settlement but the efforts could not materialised due to un-cooperative approach of the applicant-union.

31. To my opinion, as far as Memorandum of Settlement dated 22.04.2020 / Exhibit 'M2' is concerned, the same was entered into between The Tribune Employees Union i.e. the majority union and The Tribune Trust. The minority employees' union i.e. The Tribune Trust Employee Union is not signatory to Memorandum of settlement dated 22.04.2020. MW1 in his cross-examination stated that it is true that the applicant namely The Tribune Trust Employee Union objected to this alleged illegal salary deduction. MW1 further stated that the members of the majority union / The Tribune Employees Union have given their consent in the general house of the union and no consent was taken from the other union, The Tribune



Trust Employee Union and other employees who were not members of any of the unions. MW1 in his cross-examination further stated that there was no discussion between the unions and the Tribune Trust with regard to the deduction from salary for the period April 2020 to March 2021. From the aforesaid version of MW1 it is clearly established that there was no settlement or agreement regarding deduction of salary of the members of union and the management. **The judgment dated 23.03.1978 of Hon'ble Supreme Court of India in Civil Appeal No.2160 of 1977 tilted as M/s Tata Chemicals Limited Versus The Workmen Employed under M/s Tata Chemical Limited**, referred by Learned Representative for the union which is applicable to the facts of the present case to an extent, wherein it has held that settlement between employer and majority workmen union arrived at otherwise than during conciliation proceedings is not binding on the union, representing minority workmen not party to settlement.

32. Learned Representative for the management argued that the workman was member of the majority union i.e. The Tribune Employees Union and has not left its membership till date. On the other hand, Learned Representative for the union argued that none of the members of the minority union / The Tribune Trust Employees Union were members of majority union during the relevant period i.e. from 01.04.2020 to 31.03.2021 and thereafter. To my opinion, the management has failed to prove into evidence that the members of the minor union / The Tribune Trust Employees Union were also members of the majority union i.e. The Tribune Employees Union. In this regard, AW1 in his cross-examination stated that The Tribune Employees Union is the majority union in the management. He is not aware whether The Tribune Employees Union agreed in reduction of salary and signed a memorandum of settlement. AW1 further denied the suggestion as wrong that still he is a member of The Tribune Employees Union. AW1 denied the suggestion as wrong that till date he has not left the membership of The Tribune Employees Union. AW1 stated that he is not in possession of document showing that he has left the membership of The Tribune Employee Union. As far as the above-mentioned suggestions put to AW1 in his cross-examination, are concerned, the same being denied as wrong are no evidence unless proved otherwise. In the present case, in order to prove the plea that AW1 is still member of The Tribune Employees Union has not left the membership of The Tribune Employees Union, the management has not produced on record the list of members of The Tribune Employees Union for the period w.e.f. 01.04.2020 onwards. The list of members Exhibit 'M1' incorporates the name of 98 employees but from the perusal of Exhibit 'M1' it could not be ascertained as to which authority has issued list Exhibit 'M1'. List Exhibit 'M1' does not bear the name and designation or the signature of the issuing authority. It also does not bear any remarks that the employees named in it from serial No.1 to 98 are members of the majority union / The Tribune Employees Union or members of the minority union / The Tribune Trust Employees Union. The list of members Exhibit 'M7' bears the heading "Status of Each Members on the List of Members Provided by You". The list Exhibit 'M7' incorporates the names of 1 to 194 employees. The list Exhibit 'M7' has three columns i.e. serial No., Name of employees and status. In the column of status, against the names of most of the employees it is written 'Status not known', against the names of some of the employees, it is written 'Member of The Tribune Employees Union' and status of some of the employees is mentioned as 'Not Member of any Union' and some of the employees as 'Retired' and some of the employees as 'Executive Member of The Tribune Employees Union'. The management has failed to prove the authenticity of Exhibit 'M7'. The list Exhibit 'M7' bears seal of 'The Tribune Employees Union Regd. Chandigarh' but it did not bear the name, designation or signatures of the issuing authority or any office bearer of The Tribune Employees Union Regd., Chandigarh. MW1 when put to cross-examination stated that he has no knowledge if there is any document through which the management of The Tribune Trust has sought information from The Tribune Employees Union regarding its membership or non-membership. Thus, it is made out that Exhibit 'M1' and Exhibit 'M7' are self-prepared documents of the management of The Tribune Trust which carries no authenticity.

33. In view of the discussion made above, the acceptance of the memorandum of settlement dated 22.04.2020 / Exhibit 'M2' by the majority union, has no binding effect on the minority union of workers who are neither party nor signatory to the same and the action of The Tribune Trust whereby the salaries of the union / minority union were deducted on the basis of settlement dated 22.04.2020, without obtaining the consent of the union is illegal. The management has not controverted the amount of deductions made from the salary of the workers of The Tribune Trust Employee Union, as shown in Annexure 'A' accompanied with the claim statement. Furthermore, the deduction from salary of the employees who were members of The Tribune Trust Employees Union / minority union is un-authorised in view of Section 7 of the Payment of Wages Act, 1936. The plea of the management that The Tribune Trust is paying the wages to its employees higher than the Majithia Wage Board recommendations is no ground to make un-authorised deductions. Consequently, the members of union are entitled to recover from the management amount deducted from their salary for period of one year w.e.f. 01.04.2020 to 31.03.2021 along with interest @ 8% per annum from the date of publication of the award till actual realisation.

34. Accordingly, issue No.1-A, 2 and 3 are decided in favour of the workman / union and against the management.

#### Issue No. 4 :

35. Onus to prove this issue is on the management.

36. Learned Representative for the management argued that in respect of payment of wages to employees, the members of the union are governed by the provisions of Act 1955. The alleged grievance cannot be espoused by the union and the dispute has to be raised only by the affected employees individually under Section 17 of Act 1955 ready with Rule 36 of Rules framed under that Act. On the other hand, it is argued that by Learned Representative for the union that the union is competent to raise the claim or espouse the cause of individual workman as the same is not barred under Act 1955. The management in the written reply has admitted that the proceedings in this Court are pursuant to the order passed by the Hon'ble High Court and the consequential proceedings before the Labour Commissioner. The provisions of Section 17(2) of the Act 1955 and the necessity of filing the claim in the specified form are applicable only at the stage of filing of the claim before the State Government. The applicability of Section 17 of the Act 1955 read with Rule 36 framed thereunder, as ceased now in view of the fact that the reference to this Court has already been made by Secretary Labour, Chandigarh for adjudication on the directions of the Hon'ble High Court. As such the stage of filing of claim before State Government has already completed. The present claim statement made by the union does not suffer from any legal infirmity. To my opinion, the above mentioned argument advanced by Learned Representative for the union carries force because it is undeniable fact that before approaching this Court the union had filed **CWP No.7374-2020 (O&M)** titled as **The Tribune Trust Employees Union, Chandigarh Versus Union Territory, Chandigarh & Another** which was decided by the Hon'ble High Court vide order dated 28.05.2020. The relevant portion order dated 28.05.2020 is reproduced as below :-

*"6. Without commencing on the merits of the case, the writ petition is disposed of with a direction to respondent No.2/Deputy Commissioner, U.T., Chandigarh, who is also the Labour Commissioner, Department of Labour, Chandigarh, to objectively consider the complaints/emails of the petitioner and also by keeping in view the averments contained in the present writ petition by treating it as a representation, and pass an appropriate order in accordance with law, as it may deem fit. Meanwhile, office of respondent no.4 is also directed to treat the present petition as a representation and send its comments/opinion to the respondent no.2 in order to enable him to arrive at a judicious decision.*

*7. Let the needful be done as expeditiously as possible. Disposed of in above terms."*

37. In pursuance of the aforesaid order, the union moved representation to Union of India through its Secretary, Ministry of Home Affairs, Government of India and Deputy Commissioner-cum-Labour Commissioner, Labour Department, U.T. Chandigarh. The Labour Commissioner, U.T. Chandigarh referred



the matter to Assistant Labour Commissioner, U.T. Chandigarh as evident from the seal of Assistant Labour Commissioner, U.T. Chandigarh bearing diary No.2134 dated 18.06.2020 appended on the representation. On failure of conciliation proceedings before the Assistant labour Commissioner, U.T. Chandigarh the matter was referred for adjudication to the Industrial Tribunal-cum-Labour Court, U.T. Chandigarh vide order dated 08.09.2020. In view of the facts & circumstances above, there is no procedural lapse on part of the union.

38. Accordingly, this issue is decided against the management and in favour of the union.

**Issue No. 5 :**

39. Onus to prove this issue is on the management.

40. The objection raised by the management that the present industrial dispute reference is bad for non-joinder of majority union namely 'The Tribune Employee Union', is not acceptable because the union is neither signatory nor consenting party to memorandum of settlement between the majority union and the Tribune Trust nor the union is claiming any relief from the majority union nor claiming any relief which has adverse impact on the majority union.

41. Accordingly, this issue is decided against the management and in favour of the union.

**Relief :**

42. In the view of foregoing finding on the issues above, this reference is allowed and answered in favour of the union to the effect that the members of union are held entitled to recover from the management amount deducted from their salary for period of one year w.e.f. 01.04.2020 to 31.03.2021 along with interest @ 8% per annum from the date of publication of the award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 19.02.2024.

Secretary Labour,  
Chandigarh Administration.

## HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

**Notification**

The 4th May, 2024

**No. 72 Rule Cell/V.Z.27.**—Hon'ble the Acting Chief Justice has been pleased to substitute the existing Rule 18 of the High Court Establishment (Appointment and Conditions of Service) Rules, 1973 in the following manner :—

**"18. Translators**

**(1) Source.**—Translators shall be appointed from the following two sources by way of competitive examination : -

- (i) 50% from the open source; and
- (ii) 50% from the establishment of the High Court, confined to the members of said establishment.

**(2) (i) Eligibility for candidates from open source-** The candidate must be a graduate from recognized University with a minimum of 60% marks.

**(ii) Eligibility for candidates from High Court Establishment-** The candidate must be a graduate from recognized University and has put in five years of service on the establishment of this High Court.

**(iii)** Due weightage (maximum 30 marks) shall be given to the candidates holding a degree of Bachelor of Laws from a University established by Law and approved/recognized by the Bar Council of India; candidates holding diploma course (at least of one year duration)/certificate course (at least of six months duration) in translation from English to Hindi/Punjabi/Urdu and vice-versa from University/Institute recognized by Government or U.G.C., or the candidates having experience in translation work for two years or more from English to Hindi/Punjabi/Urdu and vice versa in Central/State Government Offices, Parliament/State Legislature Secretariats, Central/State Public Sector Undertakings or High Courts.

**(iv)** The candidate should have proficiency in computer operation and knowledge of relevant office packages.

**(3)** The final merit list shall be prepared as a result of common competitive examination and by adding marks on account of weightage, if any. The appointments to the post of Translator from the sources mentioned in sub-rule (1) of this Rule shall be made in order of merit from the final merit list. In the eventuality of non-joining of a candidate within such time as may be prescribed, the candidate next in order of merit from the relevant source may be appointed. The final merit list shall remain valid for three months and lapse thereafter.

**(4) Syllabus.-** The syllabus for common competitive examination for recruitment to the post of translator shall be as follows :-

Sr. No.	Subject	Marks
1.	English Composition (Written Paper).	50
2.	Translation from Hindi/Punjabi/Urdu into English (Written Paper).	50
3.	Translation from English into Hindi/Punjabi/Urdu (Written Paper).	50
4.	Weightage for a degree of Bachelor of Laws from a University established by Law and approved/recognized by the Bar Council of India;	15
5.	Weightage for a diploma (at least of one year duration) in translation from English to Hindi/Punjabi/Urdu and vice-versa  OR  Experience of two years or more in translation work from English to Hindi/Punjabi/Urdu and vice versa in Central/State Government Offices, Parliament/State Legislature Secretariats, Central/State Public Sector Undertakings or High Courts.	15
6.	Weightage for a certificate course (at least of six months duration) in translation from English to Hindi/Punjabi/Urdu and vice-versa.	5
<b>Total Maximum Marks</b>		<b>185</b>

**NOTE:**

(i) No candidate shall be considered to have qualified the competitive examination unless he obtains at least 33% marks in each written paper and 50% marks in aggregate of written papers.

(ii) The candidates qualifying the written papers shall also have to qualify the typing test (English with a minimum speed of 30 w.p.m. and Hindi/Punjabi with a minimum speed of 20 w.p.m.) and proficiency in computer operations and knowledge of relevant office packages. The test shall be only qualifying in nature and marks thereof shall not be counted while drawing final merit."

BY ORDER OF HON'BLE THE ACTING CHIEF JUSTICE

(Sd.) . . .,

(ARUN KUMAR AGGARWAL),  
Registrar (Rules),  
For Registrar General.



**CHANGE OF NAME**

I, Geeta, W/o Ashok Narwal, # 2205, Near Gurudwara, Sector 15/C, Chandigarh, have changed my name from Geeta to Geeta Narwal.

[617-1]

I, Pragati Thakur, D/o Sh. Rajiv Singh Thakur, Now R/o H.No.1214, Sector 43-B, Chandigarh do hereby declare and affirm that I had been married to Mr. Shivam Puri, S/o Sh. Hitesh Kumar Puri from Marriage date 23-11-2023, that I have changed my name from Pragati Thakur to Pragati Puri.

[618-1]

I, Ram Bharose Gupta, S/o Bhola Prasad, R/o # 1668, Sector 45, Burail, Chandigarh declare that in my daughter matriculation certificate my name has mentioned as Ram Bharos. But my actual and correct name is Ram Bharose Gupta.

[619-1]

I, Chandra Deep Sharma, S/o Ram Dayal Sharma, R/o H.No. 2689, Sec 52-D, Chandigarh, have changed name of my minor daughter Shruti Sharma to Daniska Sharma.

[620-1]

I, Sarabjit Kaur, W/o Rattan Singh, # 172, Village Badheri, Sector 41-D, Chandigarh, have changed my name from Sarabjit Kaur to Sarabjeet Kaur.

[621-1]

I, Rajinder Kumar, S/o Sh. Laxmi Narain, R/o 1068-A, Sector 20-B, Chandigarh, have changed my minor son name from Kartik to Kartik Thakur. All concerned please note.

[622-1]

I, Yuvraj, S/o Rajinder Kumar, R/o 1068-A, Sector 20-B, Chandigarh, have changed my name from Yuvraj to Yuvraj Thakur. All concerned please note.

[623-1]

I, Lalla *alias* Lalla Parsad, S/o Ram Sunder, # 548, Kajheri, Chandigarh, have changed my name to Lalle.

[624-1]

I, Lohit, S/o Suswan Bharua, R/o House No. 226, Palsora, Sector 55, Chandigarh, have changed my name to Rohit Kumar.

[625-1]

I, Nirmla Devi, W/o Ishwar Singh, # 1114, Sector 28-B, Chandigarh, have changed my name to Nirmala.

[626-1]

I, Shah Nawaz Khan, S/o Nawab Ahmed, R/o House No. 1064, Sector 45, Burail, UT, Chandigarh, have changed my minor daughter's name from Sumera to Sumera Nawaz.

[627-1]

I, Shah Nawaz Khan, S/o Nawab Ahmed, R/o House No. 1064, Sector 45, Burail, UT, Chandigarh, have changed my minor son's name from Adil to Adil Nawaz.

[628-1]

I, Ahmed, S/o Shah Nawaz Khan, R/o House No. 1064, Sector 45, Burail, UT, Chandigarh, have changed my name from Ahmed to Ahmed Nawaz.

[629-1]



I, Sajad Ahmed, S/o Gulam Mohd., R/o # 1033, Sector 29-B, Chandigarh, have changed the name of my minor son from Mohd. Sahir to Mohd. Aatif.

[630-1]

I, Ashrafi Shah, S/o Late Sital Shah, R/o H.No. 2403/1, New Flats, Maloya, Chandigarh, have changed my name from Ashrafi Shah to Sona Saw.

[631-1]

I, Urmila, W/o Sonu Saw, R/o H.No. 2403/1, New Flats, Maloya, Chandigarh, have changed my name from Urmila to Urmila Devi.

[632-1]

I, Arushi, D/o Sanjay Partap, W/o Abhishek Jaryal, R/o 2010/2, Sector 32-C, Chandigarh, have changed my name Arushi Jaryal.

[633-1]

I, Subhash Sharma, S/o Rameshwar, # 2620, Mauli Jagran, Chandigarh, have changed the name of my minor daughter from Somiya to Soni Kumari.

[634-1]

I, Kulwinder Kaur, W/o Sh. Gurminder Singh, R/o H.No. 3121, Sector 45-D, Chandigarh, have changed my minor daughter's name from Pahulpreet Kaur to Prabhnoor Kaur.

[635-1]

I, Rabia, W/o Ishan Budhiraja, R/o # 3561/1, Sector 37-D, Chandigarh, have changed my name from Rabia to Rabia Budhiraja.

[636-1]

I, Ishan, S/o Sudesh Kumar, R/o # 3561/1, Sector 37-D, Chandigarh, have changed my name from Ishan to Ishan Budhiraja.

[637-1]

I, Charanjit, S/o Amarjit Singh, R/o House No. 218, Bapu Dham Colony, Phase-2, Chandigarh, have changed my name from Charanjit Singh to Charanjit.

[638-1]

I, Mahesh Gosain, S/o Dayal Singh Gosain, R/o # 2361, Telehose (BSNL) Society Sector 50-C, Chandigarh, have changed my name to Mahesh Pal Singh Gosain.

[639-1]

I, Sandeep Dalal, S/o Balwan Singh, R/o H.No. 2185, Pipliwala Town Manimajra, Chandigarh, have changed my name from Sandeep Dalal to Sandeep.

[640-1]

I, Narinder Kaur, W/o Sh. Sandeep R/o H.No. 2185, Pipliwala Town Manimajra, Chandigarh, have changed my name from Narinder Kaur to Narender Kaur.

[641-1]

I, Narinder, S/o Maan Singh, H.No. 352, Baba Balak Nath Mandir, Vill. Daria, Chandigarh, have changed my name Narinder to Narinder Singh.

[642-1]

I, Neena Sharma, W/o Rajesh Sharma, R/o 2402, Sector 24-C, Chandigarh, have changed my name to Sakshi.

[643-1]

I, Kiran Devi, W/o Rajiv Goyat, R/o H.No. 3327/2, Sector 40-D, Chandigarh, have changed my name from Kiran Devi to Kiran Goyat.

[644-1]

I, Rajiv Kumar, S/o Late Mahavir Singh, R/o H.No. 3327/2, Sector 40-D, Chandigarh, have changed my name from Rajiv Kumar to Rajiv Goyat.

[645-1]

I, Manjit Kaur, W/o Karan Kumar, House No. 706/18, Bapu Dham Colony, Sector 26, Chandigarh-160019, have changed my name from Manjit Kaur to Manjeet Kaur.

[646-1]

I, Mohmmad Fazil, S/o Alauddin, R/o # 3367, Mauli Jagran Complex, Mauli Jagran, Chandigarh, have changed my name from Mohmmad Fazil to Mohd. Fazil.

[647-1]

मैं, सुषेमा काक, पत्नी श्री सुरिन्दर कुमार काक, निवासी मकान नंबर 1018/1, सेक्टर 45-बी, चंडीगढ़, ने अपना नाम सुषमा देवी से बदलकर सुषेमा काक रख लिया है।

[648-1]

मैं, कमला, पत्नी नरेश कुमार, मकान नंबर 2258, सेक्टर 24-सी, चंडीगढ़ निवासी ने अपना नाम कमला से बदलकर कमला रानी रख लिया है।

[649-1]

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